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The following constitutes  
the order of the court. Signed March 5, 2013

Counsel for Movant

  
Roger L. Efremsky  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

In re

Michael Curtis Rush and Jennifer Lynn Rush,  
  
Debtors.

California Housing Finance Agency, its assignees  
and/or successors in interest,

Movant,

vs.

Michael Curtis Rush and Jennifer Lynn Rush,  
Martha G. Bronitsky, Trustee,

Respondents.

Case No. 11-46141

R.S. JAB-77303

CHAPTER 13

**ORDER MODIFYING AUTOMATIC  
STAY AND FOR ADEQUATE  
PROTECTION**

**HEARING:**

Date: February 27, 2013

Time: 1:30 P.M

Place: U.S. Bankruptcy Court  
Courtroom 201  
1300 Clay Street  
Oakland, CA 94612

It is hereby ordered and agreed by and between Movant California Housing Finance Agency, its assignees and/or successors in interest ("Movant"), through its counsel, Jennifer A. Bender of the Law Offices of Les Zieve, and Debtors Michael Curtis Rush and Jennifer Lynn Rush ("Debtors"), through their counsel, Anne Y. Shiau of the Law Offices of Patrick L. Forte, as follows:

1           1.       **IT IS HEREBY ORDERED** that this Order is in regards to Movant's  
2 interest in the real property generally described as 743 Bailey Road, Pittsburg, California 94565  
3 ("Property").

4           2.       **IT IS FURTHER ORDERED** that Debtors shall maintain regular  
5 monthly payments on Movant's first deed of trust obligation, in a timely fashion, beginning with  
6 the March 1, 2013 payment, and continuing thereafter on the first (1st) day of each month.  
7 Payments are due on the first (1st) day of each month and are delinquent after the fifteenth (15th)  
8 day of each month. The amount of these payments may be subject to change under the terms of  
9 the parties' original agreements. All payments due to Movant hereunder shall be paid to Movant  
10 at the following address:

11                               California Housing Finance Agency  
12                               Attention: Cashiering  
                                  1040 Riverside Parkway, Suite 110  
                                  West Sacramento, CA 95605

13           3.       **IT IS FURTHER ORDERED** that in the event Debtors fail to timely or  
14 properly comply with the payment provisions set forth in paragraph 2 hereinabove, Movant may  
15 give written notice of the default to Debtors and Debtors' counsel via first class mail. In the  
16 event the default is not cured within 10 days from the date of the notice, Movant may restore its  
17 Motion for Relief from the Automatic Stay to the Court's calendar for further hearing upon ten  
18 (10) days' notice to Debtors and Debtors' counsel.

19           4.       **IT IS FURTHER ORDERED** that if the loan secured by Movant's first  
20 deed of trust obligation is non-escrowed, then Debtors shall maintain property taxes and current  
21 hazard insurance for the Property, and provide proof of said insurance to Movant on a timely  
22 basis.

23           5.       **IT IS FURTHER ORDERED** that the acceptance by Movant of a late or  
24 partial payment(s) shall not act as a waiver of Movant's right to proceed hereunder.

25           6.       **IT IS FURTHER ORDERED** that in the event this case is converted to a  
26 Chapter 7, the automatic stay shall be terminated as to Debtors only without further notice, order,  
27 or proceeding of the Court. If the automatic stay is terminated as a matter of law, the terms of  
28 this Order shall immediately cease in effect and Movant may proceed to enforce its remedies  
under applicable non-bankruptcy law against the Property and/or against Debtors.

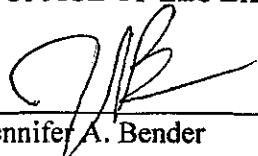
1           7.     **IT IS FURTHER ORDERED** that the foregoing terms and conditions  
2 shall only be binding during the pendency of this bankruptcy case. If, at any time, the stay is  
3 terminated with respect to the Property by court order or by operation of law, the foregoing terms  
4 and conditions shall cease to be binding and Movant may proceed to enforce its remedies under  
5 applicable non-bankruptcy law against the Property and/or against Debtors.

6           8.     **IT IS FURTHER ORDERED** that Movant shall be permitted to offer  
7 and provide Debtors with information regarding a potential Forbearance Agreement, Loan  
8 Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and to  
9 enter into such agreement with Debtors.

10           IT IS SO STIPULATED:

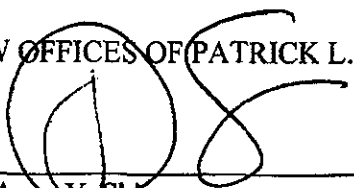
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13     DATED: 3-1-13

LAW OFFICE OF LES ZIEVE

  
By: Jennifer A. Bender  
Attorneys for Movant, California Housing Finance  
Agency

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18     DATED: March 1, 2013

LAW OFFICES OF PATRICK L. FORTE

  
By: Anne V. Shlau  
Attorneys for Debtors, Michael Curtis Rush and  
Jennifer Lynn Rush

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**COURT SERVICE LIST**

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